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Attorney for Defendant
Techmedica Health, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SEARCHREV,

Plaintiff,

vs.

TECHMEDICA HEALTH

Defendants.

) Case No. C 08-1472 SI

) Before the Honorable Susan Illston

) **ANSWER TO COMPLAINT AND**
) **DEMAND FOR JURY TRIAL**

) The Honorable Susan Illston

Techmedica Health ("Defendant") by and through its attorney, Jessica N. Biernier, hereby
answers to the Complaint of SearchRev ("Plaintiff"), as follows:

ALLEGATIONS

1. Defendant lacks information sufficient to form a belief as to the truth or falsity of the
allegations contained in paragraph 1.
2. Defendant admits the allegations contained in paragraph 2.
3. Defendant lacks information sufficient to form a belief as to the truth or falsity of the
allegations contained in paragraph 3.
4. Defendant lacks information sufficient to form a belief as to the truth or falsity of the

1 allegations contained in paragraph 4.

2 5. Defendant lacks information sufficient to form a belief as to the truth or falsity of the
3 allegations contained in paragraph 5.

4 6. Defendant admits that it is located in the State of Michigan. Defendant lacks
5 information sufficient to form a belief as to the truth or falsity of the remaining allegations contained
6 in paragraph 6.

7 7. Defendant lacks information sufficient to form a belief as to the truth or falsity of the
8 allegations contained in paragraph 7.

9
10 **CAUSE OF ACTION**
(Breach of Contract)

11 8. Defendant incorporates its responses to paragraphs 1 through 7 by reference as though
12 fully set forth herein.

13 9. Defendant admits the allegations contained in paragraph 9.

14 10. Defendant admits that Exhibit A of the Complaint sets forth the terms of the Parties'
15 agreement, and that Plaintiff was obligated to render certain services pursuant thereto.

16 11. Defendant admits that it attempted to terminate the Agreement for cause, but denies that
17 its attempt was improper. Defendant admits that it had a right to terminate the Agreement and that it
18 did in fact terminate the Agreement. Defendant lacks information sufficient to form a belief as to the
19 truth or falsity of Plaintiff's allegations concerning when Plaintiff received Defendant's notice of
20 termination of the Agreement.

21 12. Defendant denies that payment is owed as alleged in paragraph 12.

22 13. Defendant denies that payments are due and owing, as alleged in paragraph 13.
23 Defendant admits the remaining allegations contained in paragraph 13.

24 14. Defendant denies the allegations contained in paragraph 14.

25 15. Defendant denies the allegations contained in paragraph 15.

26 16. Defendant denies the allegations contained in paragraph 16.

27 17. Defendant lacks information sufficient to form a belief as to the truth or falsity of the
28 allegations contained in paragraph 17.

AFFIRMATIVE DEFENSES

Techmedica Health ("Defendant") by and through its attorney, Jessica N. Biernier, and for its Affirmative Defenses states as follows:

First Affirmative Defense

Defendant has acted in good faith at all times and has not breached any contract or engaged in any fraudulent conduct.

Second Affirmative Defense

The causes of action asserted and the relief sought in Plaintiff's Complaint are barred by the doctrine of unclean hands.

Third Affirmative Defense

Plaintiff is barred and precluded from recovering the relief sought or any relief whatsoever, by virtue of his own breach of contract as well as breach of the covenant of good faith and fair dealing, fraud and fault. Plaintiff improperly overcharged defendant for services and charged for services which were either not rendered, or were rendered improperly. Upon information and belief, such actions were willful and intentional.

Fourth Affirmative Defense

Defendant believes that Plaintiff breached any contract that may have existed with Defendant and that by reason of said breach of contract Defendant has been excused of its duty to perform obligations set forth in said contract, if any.

Fifth Affirmative Defense

Defendant is informed and believes and on such information and belief alleges that Plaintiff engaged in conduct that constitutes a waiver of his rights under the contract alleged in the Complaint. By reason of said waiver, Defendant is excused from further performance of the obligations under the alleged contract.

Sixth Affirmative Defense

Defendant alleges that Plaintiff's causes of action are barred as a result of a failure of consideration.

Seventh Affirmative Defense

Plaintiff is not entitled to recover damages from Defendant because Plaintiff has failed and refused, and continues to fail and refuse, to make a reasonable effort to mitigate damages. By the exercise of reasonable effort, Plaintiff could have mitigated the amount of damages allegedly suffered.

Eighth Affirmative Defense

Defendant claims that Plaintiff's causes of action or obligations due to him are unenforceable by reason of mutual mistake.

Ninth Affirmative Defense

If Defendant failed to perform the obligation described in the complaint, that failure resulted from Plaintiff's failure to properly render services as required by the terms of the contract, and that performance on Plaintiff's part was a condition precedent to the performance of Defendant's obligation.

PRAYER FOR RELIEF

WHEREFORE, in light of the foregoing, Defendant denies that Plaintiff is entitled to any relief whatsoever, and seeks judgment as follows:

1. Plaintiff's Complaint be dismissed in its entirety, with prejudice;
2. That Plaintiff takes nothing by its complaint herein;
2. For costs of suit; and
3. Granting such other further relief as the Court may deem just and proper.

Dated: April 14, 2008

Respectfully Submitted,

By /s/ Jessica N. Biernier

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Attorney for Defendant,
Techmedica Health, Inc.

JURY DEMAND

Pursuant to Fed. R Civ. P. § 38 Defendant Techmedica Health Inc., hereby demand a trial by jury as to all issues so triable.

Dated: April 14, 2008

Respectfully Submitted,

By /s/ Jessica N. Biernier

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Attorney for Defendant,
Techmedica Health, Inc.

CERTIFICATION OF INTERESTED ENTITIES AND PERSONS

Pursuant to Local Rule 3-16, the undersigned certifies that, as of this date, other than the named parties, there is no such interest to report.

Dated: April 14, 2008

Respectfully Submitted,

By /s/ Jessica N. Biernier

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